

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

REQUEST FOR PROPOSALS SPECIFICATION NO. 05-199

The City of Lincoln, Nebraska intends to contract for and invites you to submit a sealed proposal for professional Architectural/Landscape services related to the project listed and described below:

LANDSCAPE DESIGN FOR "R" STREET FROM 27TH TO 33RD with Alternate Proposal for Walnut & Kleckner Courts 30th - 32nd Street

Sealed proposals will be received by the City of Lincoln, Nebraska on or before **12:00 noon, Wednesday, August 24, 2005** in the office of the Purchasing Agent, located at Suite 200, K Street Complex, 440 South 8th Street, Lincoln, Nebraska, 68508. **Proposals will be publicly opened, reading only the names of those submitting proposals, at the K Street Complex.**

A copy of the request for proposal may be obtained from the Purchasing Division web site at:
www.ci.lincoln.ne.us keyword search Bid

Submitter should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division prior to the time and date specified above.

REQUEST FOR PROPOSALS
SPECIFICATION NO. 05-199
Landscape Design Services For “R” Street from 27th to 33rd

1. PURPOSE AND INTENT

- 1.1 The City intends to retain a professional Landscape Architect or Architectural firm or firm(s) to provide normal and customary preliminary and final design services to produce a set of construction documents for **“R” Street from 27th to 33rd Street.**
 - 1.1.1 As an alternate the City may want to retain the same firm to provide identical services for Walnut Court and Kleckner Court between 30th and 32nd Street.
- 1.2 It is the intent to select a firm based on qualifications, recommended project approach, and practical applications which best accomplishes the objectives of the project while incorporating innovative and cost effective methods.
- 1.3 The City will rely on the firm to remain on schedule for all services rendered so as to meet the construction bid and start as specified for this project.
- 1.4 The City reserves the right to contract for additional services on this project with another firm or utilize it's own forces.

2. PROJECT DESCRIPTION

- 2.1 The R Street Streetscape project will include the design and construction of the pedestrian streetscape in a highly visible area.
- 2.2 Attachment A shows the areas to be covered by this project, which generally include both the north and south sides of R Street between 27th and 33rd Streets, and an alternate to include the north and south sides of Walnut Court, beginning at the intersection of 30th & Q Street, and proceeding.
- 2.3 This design work may include the following elements: sidewalk; pedestrian lighting; streetscape furniture including benches, trash receptacles, bike racks, and kiosks; planting beds/plant materials; and public art.
- 2.4 The project will consider future maintenance costs once the streetscape redevelopment is complete.
- 2.5 The consultant will work with the City Urban Development Department, property owners and other interested parties to develop a conceptual design and implementation strategy.
- 2.6 Coordination and project management will be very important in this highly visible and busy corridor.

3. AVAILABLE INFORMATION

- 3.1 Any currently available landbase, public utility, contours and aerial photographic information in the Microstation format.
- 3.2 Information is available for review at the offices of the City of Lincoln Engineers office located at 531 Westgate Blvd., Suite 100, Lincoln, Nebraska.
- 3.3 A Focus area plan is available from Urban Development, contact Bradd Schmeichel, 441-7856.

4. REQUIRED SERVICES

- 4.1 The consultant selected shall provide normal and customary professional services for this project to include but not limited to:
 - 4.1.1 Kick off meeting to discuss all issues
 - 4.1.2 Perform Preliminary design
 - 4.1.3 Public Involvement (specifically presentations at Hartley Neighborhood Assoc. meetings)
 - 4.1.4 Probable cost estimates
 - 4.1.5 Environmental/historical review
 - 4.1.6 Pedestrian/bicycle uses
 - 4.1.7 Aesthetics
 - 4.1.8 Marking/signing plans
 - 4.1.9 Final design and Bid Documents
 - 4.1.10 Construction Phasing

- 4.2 All the above shall be in conformance to/with City, State and Federal requirements.
- 4.3 Meetings will be held with the City Project Team at appropriate times to discuss progress and issues.
- 4.4 Survey and prepare maps of existing conditions within the site including as applicable, grades and lines of streets, alleys, pavements, and locations, and dimensions pertaining to existing buildings, utilities, plant material and other improvements.
- 4.5 Prepare and present to the City and stakeholders design alternatives of the project, which will include input from project stakeholders.
 - 4.5.1 Following City's approval as to the selected approach, prepare and present conceptual design documents consisting of drawings and other documents illustrating the scale and relationship of project components and submit preliminary project cost estimates.
- 4.6 Identify, describe in detail and implement a public involvement process that will provide stakeholders with information to assist them in understanding project issues and give them full opportunity for participation.
- 4.7 Prepare a preliminary design memorandum which defines in detail the Consultant's and City's mutually agreed understanding of project scope, objectives, and schedule, including budgetary information.
 - 4.7.1 Meet with City staff to review the memorandum for the project.
- 4.8 Submit plan and estimate review sets at preliminary plans (30%); Functional plans (60%); and Final PS & E (90%).
- 4.9 Complete final design drawings, technical specifications, special provisions, estimates and contract documents for bidding and construction of the project in accordance with design memorandums and using the City of Lincoln Standard Plans and Standard Specifications of Municipal construction.
 - 4.9.1 Elements shown on the plans will include: sections where necessary, plan and profiles, removals (including trees), details, quantities, and construction phasing.
 - 4.9.2 All elements should be clearly readable with no lines intermingled with text.
 - 4.9.3 Utilities and utility conflicts will be shown on the plan and profile sheets.
- 4.10 Submit completed design documents to local regulatory agencies as required and assist City in obtaining approval for improvements from such agencies.
- 4.11 Assist City in obtaining bids for construction, including: coordinating and attending pre-bid meetings, when required; answering all technical questions from prospective bidders; preparing bid addenda as required.
- 4.12 Submit printed copies and computerized file copy of final design and construction contract documents and meet with City project team to present and review final design documents.

5. DELIVERABLES

- 5.1 Any and all final design plans, technical specifications, special provisions, estimates and contract documents necessary for the bidding and construction of the above mentioned project.
- 5.2 The final submitted plans will be signed drawings on Mylar, sized as directed by the City Engineer. CD_ROM CAD files of the final design plans will be submitted which are compatible and suitable for transfer to the City's Comprehensive Engineering Information System (CEIS) currently using Microstation, Geopak, and GIS mapping system.
- 5.3 Any technical specifications, special provisions, estimates and contract documents shall be submitted in WordPerfect V9 format, both hard copy and electronically.

6. **TENTATIVE PROJECT SCHEDULE**

6.1	Review & Open RFP's	Wednesday,	August 24, 2005
6.2	Review of RFP (Short List):	Friday,	August 26, 2005
6.3	Notification for Interviews:	Friday,	August 26, 2005
6.4	Interviews :	Tuesday,	August 30, 2005
6.5	Negotiate Scope of Work :	Tuesday,	September 6, 2005
6.6	Contract Signed by Firm:	Monday,	September 12, 2005
6.7	Notice to Proceed :	Wednesday,	September 28, 2005
6.8	Final Design Completion:	Thursday,	December 15, 2005

7. **ADDITIONAL CONSTRUCTION PHASE AND OTHER SERVICES**

- 7.1 Based on the firm's performance and at the sole option of the City, additional services during the construction phase, such as construction inspection/resident engineering services, shall be reviewed and negotiated at a later time, as necessary.
- 7.2 Other services as requested by the City shall also be reviewed and negotiated at a later time, as necessary.
- 7.3 The City reserves the right to contract for additional construction phase services on this project with another firm or utilize it's own forces.

8. **CITY'S RESPONSIBILITIES**

- 8.1 Designate project representative and City project team to coordinate work activities of City project team, Consultant, and other affected parties.
- 8.2 Make all policy and budgetary decisions so as to allow timely completion of the work.
- 8.3 Supply pertinent existing drawings, records, and available information.
- 8.4 Assist in coordinating, arranging, and conducting meetings with representatives of affected agencies as required for completing the work.
- 8.5 Conduct related advertising, bidding process, and award of Contract(s) for construction.

9. **SPECIFIC PROJECT INTENT'S AND SERVICES REQUIREMENTS**

- 9.1 The resultant design for the project shall be in conformance with design standards of the City of Lincoln.
- 9.2 Phasing of construction will be needed to provide continuous movement of traffic as well as meet budgetary considerations.
- 9.3 Phasing plans and resultant implementation schedules for completing the work by the required dates and in a timely manner to allow for proper reviews by various agencies and developing of final funding adjustments and requirements for this projects.

10. **PROPOSAL CONTENTS**

- 10.1 Describe and outline the **Firm's Approach** to performing the work required by this project.
 - 10.1.1 Include implementation plan describing project phases, key work elements to meet critical project dates, and a recommended schedule of meetings to provide for timely input by City project team.
- 10.2 Outline of the **Proposed Project Schedule** to meet the project schedule listed in this RFP shall be included.
 - 10.2.1 Provisions for meaningful input from City project team during the initial project review are essential and shall be addressed.
- 10.3 Delineate the **Project Team and Organization**.
 - 10.3.1 Include names of key individuals to be assigned to, and work directly on, the project.
 - 10.3.2 Describe specific areas and limits of responsibilities for each of the team members and proposed sub-consultants to be utilized.
 - 10.3.3 Include a project team organizational chart showing lines of responsibility and extent of involvement for sub-consultants.
 - 10.3.4 Include resumes for project team members, key individuals, and sub-consultants.
- 10.4 Describe the **Ability of the Firm to Meet the Intent of Required Services** outlined in this RFP, including:
 - 10.4.1 Time availability of team members to meet the tentative project schedule.

- 10.4.2 Quality Assurance and Quality Control (QA/QC) review procedures to be utilized on this project.
- 10.4.3 Cost estimating and cost control procedures used by firm on similar projects.
- 10.4.4 A statement of general qualifications and background experience of the firm and project team members, including sub-consultants in this type of project and work.
- 10.4.5 Listing of types of anticipated assistance that may be required from the City project team or other City agencies.
- 10.4.6 List four contacts of former clients (to include contact person, title, and telephone number) for which your firm was engaged within the past five (5) years to perform projects of similar size, capacity and dollar amount.
- 10.5 Provide a description of your Public involvement process.

11. PROPOSAL FORMAT

- 11.1 Proposals shall be plain white paper, black ink, 8 single sided pages, 8 ½ x 11 paper, stapled in the upper left corner.
 - 11.1.1 The 8-page count does not include cover letter and resumes.
- 11.2 The following is a list of attachments which are not part of the eight (8) page limit.
 - 11.2.1 A summary description of the firm's history, structure, size and philosophy.
 - 11.2.2 A summary resume/dossier of the key staff to be assigned to the project.
 - 11.2.3 A list of similar projects the firm has completed and the names, telephone numbers of the contract administrator/s.

12. PROPOSAL EVALUATION CRITERIA

- 12.1 Understanding of the requirements of this project.
- 12.2 Relevance and suitability of the project approach and schedule to meet the needs of the City.
- 12.3 Qualifications and expertise of the key personnel to be assigned to this project.
- 12.4 Background experience of the firm and the project team as it directly relates to this project.
- 12.5 Record of past performance on similar projects.
- 12.6 Comments and opinions provided by references.
- 12.7 Quality and cost control procedures to be used on this project.
 - 12.7.1 Identify personnel responsible for these controls.
- 12.8 Resources of the firm to conduct and complete this project in a satisfactory manner.
 - 12.8.1 Factors to be considered include: current work load (including current work with the City), proposed schedule for completion, and ability and willingness to commit the key personnel.
- 12.9 Clarity, conciseness, and organization of proposal.
- 12.10 NOTE: Proposals will be reviewed, evaluated and ranked (e.g.: 1, 2, 3) in accordance with the City's selection process and procedure.

13. SUBMITTAL PROCEDURES

- 13.1 Submit six (6) copies of your proposal to the office of the Purchasing Agent, located at Suite 200, K Street Complex, 440 South 8 Street, Lincoln, Nebraska, 68508 **no later than the date stated in the Notice for Request for Proposals.**

14. CONTACTS

- 14.1 Questions regarding the development of a proposal shall be made in writing only, with the Purchasing Agent Vince M. Mejer, 440 South 8th Street, Suite 200, Lincoln, NE 68508. FAX 402-441-6513 or E-mail at vmejer@lincoln.ne.gov .
- 14.2 Any follow-up conversations with City staff will be directed by the Selection Committee Chair.
- 14.3 Any addenda answering questions or providing clarifications will be sent out by the Purchasing Department and be available on the City of Lincoln's website at www.ci.lincoln.ne.us keyword search: Bid
- 14.4 Verbal responses and/or representations shall not be binding to the City.

15. **ESTIMATED FEES**

- 15.1 The City will rank the proposals based on the criteria outlined in the RFP and determine a short list.
- 15.2 The firms selected for oral presentations will be notified and will be asked to prepare a fee schedule and submit in a sealed envelope at the time of interview.
- 15.3 The fee schedule may be used in case of a tie in the ranking of the top firm after the oral presentations.
- 15.4 If the city is unable to arrive at a mutual agreement with the top ranked firm, the city retains the sole right to move on to negotiations with the second (then, third, etc.) ranked firm.

16. **INSURANCE**

- 16.1 The successful firm shall obtain all insurance required and approved by the City Attorney for the City of Lincoln.
 - 16.1.1 Standard Certificate of Insurance requirements can be found on the City website at http://interlinc.ci.lincoln.ne.us/city/finance/urch/ci_insur.htm
- 16.2 All certificates of insurance shall be filed with the City of Lincoln on the standard **Accord Certificate Of Insurance** form showing the specific limits of insurance coverage required in Sections A,B,C,D, and showing the City of Lincoln as named additional insured.
 - 15.2.1 Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction of insurance coverage.

**INSTRUCTIONS TO PROPOSERS
CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION**

1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or typed, include full name, business address, telephone number, fax number and email address of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

5. SPECIFICATION CLARIFICATION

- 5.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 5.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

6. ADDENDA

- 6.1 Addenda are written documents issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 6.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the proposal advertisement date and the contract award, proposers, including their agents and representatives, shall not lobby or promote their proposal with any member of the City Council or City Staff.

8. EVALUATION AND AWARD

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.

- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 8.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 8.5 A committee will be assigned the task of reviewing the proposals received.
 - 8.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 - 8.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 8.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

9. INDEMNIFICATION

- 9.1 The proposer shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the proposer, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the proposer to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 9.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable,

the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

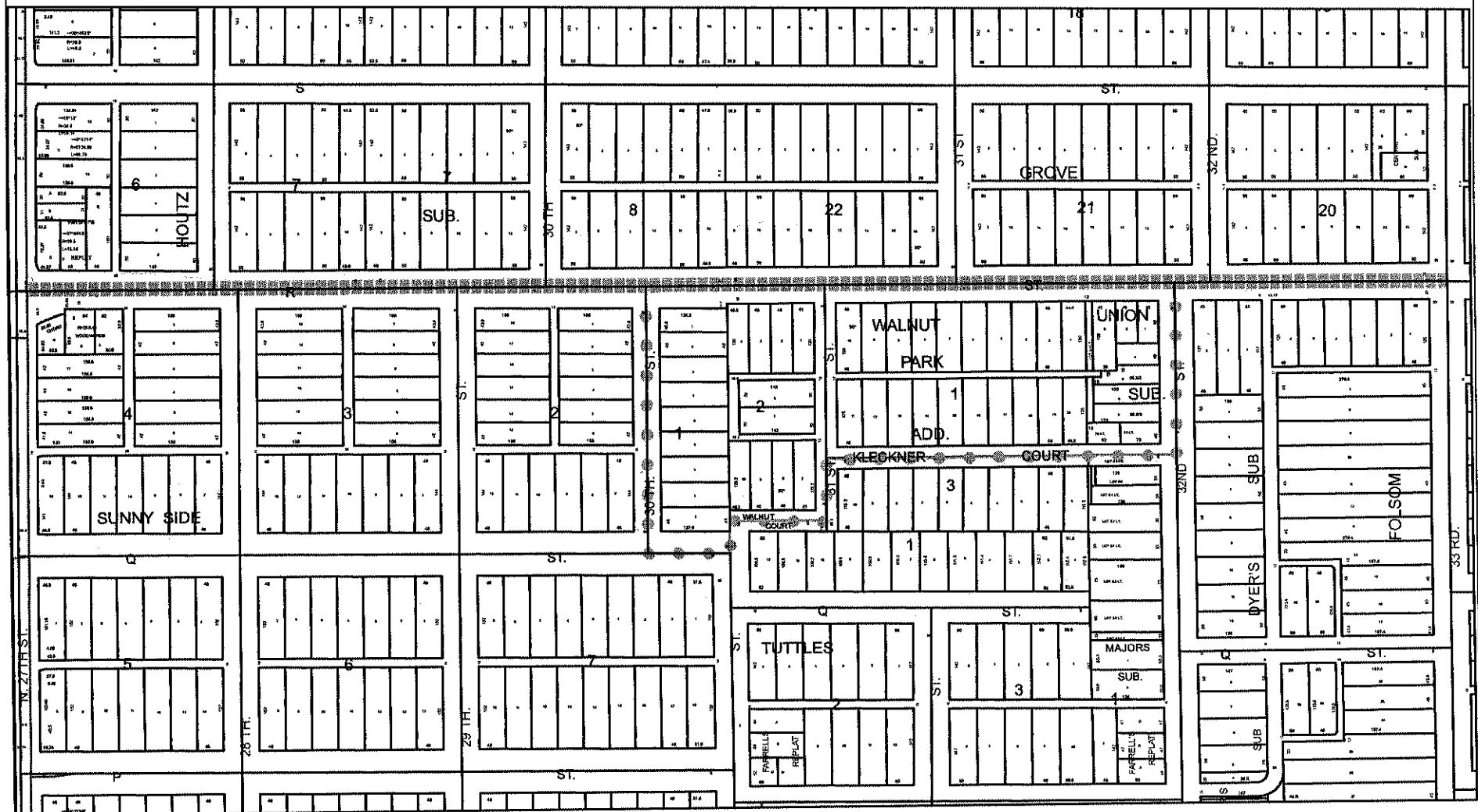
10. LAWS

- 10.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 10.2 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

11. AWARD

- 11.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 11.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 11.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
 - 11.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
 - 11.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 11.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 11.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 11.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

Streetscape and Alternate Streetscape Sites



Legend

- Landbase
- Streetscape Site
- Alternate Site

NORTH

